

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

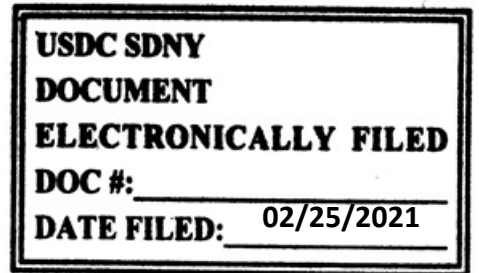
SPECTRUM DYNAMICS MEDICAL
LIMITED,

Plaintiff,

-against-

GENERAL ELECTRIC COMPANY et al.,

Defendants.



DISCOVERY ORDER

18-CV-11386 (VSB) (KHP)

KATHARINE H. PARKER, UNITED STATES MAGISTRATE JUDGE

The Court having considered the positions of the parties, IT IS HEREBY ORDERED that to the extent any party seeks to interview the former employees of the other, it shall follow the following protocol:

1. Any former employee who is represented by counsel shall be contacted solely through counsel.

2. All parties are free to interview any former employee who is not represented by counsel, provided that the requesting party does not exert undue influence on the former employee and advises the former employee prior to any substantive communication that:

- a) the requesting party is an attorney in this lawsuit, and specifies which party they represent;
- b) the former employee is under no obligation to speak with counsel and that any conversations are voluntary;
- c) the former employee should not disclose any Confidential or Privileged

Information (as those terms are defined in this Order) of their former employer;and

d) the former employee is free to seek representation of counsel.

3. Any initial outreach to a former employee shall substantially be in the form of Exhibit A.

4. The term “Privileged Information” means any confidential communications (whether verbal or written) between the former employee and his/her employer’s in-house lawyers or outside attorneys made for the purpose of obtaining or facilitating legal advice and materials prepared in anticipation of litigation during the employee’s employment with his/her former employer.

5. The term “Confidential Information” means information about the former employee’s former employer that is not generally known or available to the public and is used by the company directly for business, provides the business with an economic advantage, and that the company takes reasonable efforts to protect from public disclosure. Some former employees may have a confidentiality agreement or obligation with their former employer. Nothing in this Order shall be deemed to enlarge or diminish the employee’s or their former employer’s rights and obligations under such agreements.

6. Should any former employee inadvertently disclose Privileged or Confidential Information as defined in this Order, the information shall automatically be deemed protected by the parties’ Protective Order, and counsel shall promptly give notice of the inadvertent disclosure.

SO ORDERED.

Dated: February 25, 2021
New York, New York



KATHARINE H. PARKER
United States Magistrate Judge

EXHIBIT A

Dear [former employee],

I am an attorney for [Plaintiff/Defendant] in the matter entitled *Spectrum Dynamics Medical Limited v. General Electric Company et al, Inc.* Your name has come up in the course of discovery for this matter, and we would like to speak with you regarding your work at Spectrum/GE.

You should know that you are under no obligation to speak with us, and that you are entitled to consult with an attorney before speaking with us. Your agreement to participate in any interview is voluntary. If you decide to speak with us, you should also know that you may not reveal any confidential or privileged information that you learned through your employment at Spectrum/GE. Confidential information generally is information that is not known or available to the public and is used by your former employer directly for business, provides the company with an economic advantage, and that the company takes reasonable efforts to protect from public disclosure, such as through confidentiality agreements. Privileged information means any communication between you and Spectrum/GE's in-house or outside lawyers, or any work that you did in anticipation of litigation at Spectrum/GE.

Please let us know if you consent to an interview.